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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of:)	Before the Examiner:
Bianchi et al.)	Suzette J. Gherbi
)	
Application of Serial No. 10/699,175)	Group Art Unit 3738
)	
Filed October 31, 2003)	Ref. No. MSDI-434
)	
OPEN INTERVERTEBRAL SPACER)	

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Warsaw Orthopedic, Inc. and RTI Biologics, Inc. together have a 100% joint ownership interest in the subject application and in U.S. Patent No. 6,409,765, as evidenced by the following documents.

With regard to the subject application, Assignment from Brad Estes, Lawrence M. Boyd and John Pafford to SDGI Holdings, Inc., as recorded with the U.S. Patent and Trademark Office on October 31, 2003 at Reel 014659, Frame 0855; documents evidencing the merger of SDGI Holdings, Inc. into Warsaw Orthopedic, Inc., as recorded with the U.S. Patent and Trademark Office on December 1, 2006 at Reel 018573, Frame 0086; Assignment from John R. Bianchi and Kevin C. Carter to University of Florida Tissue Bank, as recorded with the U.S. Patent and Trademark Office on October 31, 2003 at Reel 014659, Frame 0861; Assignment from Southeast Tissue Alliance, Inc., University of Florida Orthopaedic Tissue Bank, Inc. and University of Florida Tissue Bank, Inc. to Regeneration Technologies, as recorded with the U.S. Patent and Trademark Office on February 25, 2005 at Reel 015796, Frame 0186; and Assignment from Regeneration Technologies to RTI Biologics, Inc., as recorded with the U.S. Patent and Trademark Office on March 26, 2008 at Reel 020690, Frame 0942.

With regard to U.S. Patent No. 6,409,765, Assignment from Brad Estes, Lawrence M. Boyd and John Pafford to SDGI Holdings, Inc., as recorded with the U.S. Patent and Trademark Office on January 18, 2002 at Reel 012498, Frame 0678; documents evidencing the merger of SDGI Holdings, Inc. into Warsaw Orthopedic, Inc., as recorded with the U.S. Patent and Trademark Office on February 2, 2009 at Reel 022191, Frame 0155; Assignment from John R. Bianchi to University of Florida Tissue Bank, Inc., as recorded with the U.S. Patent and Trademark Office on January 18, 2002 at Reel 012498, Frame 0681; Assignment from John R. Bianchi and Kevin C. Carter to University of Florida Tissue Bank, Inc., as

recorded with the U.S. Patent and Trademark Office on November 6, 2002 at Reel 013462, Frame 0578; Assignment from Southeast Tissue Alliance, Inc., University of Florida Orthopaedic Tissue Bank, Inc. and University of Florida Tissue Bank, Inc. to Regeneration Technologies, as recorded with the U.S. Patent and Trademark Office on February 25, 2005 at Reel 015796, Frame 0186; and Assignment from Regeneration Technologies to RTI Biologics, Inc., as recorded with the U.S. Patent and Trademark Office on March 26, 2008 at Reel 020690, Frame 0942.

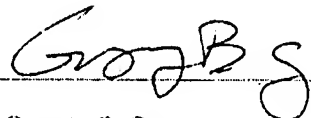
The undersigned attorney of record hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,409,765 (hereafter "the prior patent"), as the term of the prior patent is defined in 35 U.S.C. §§154 and 173, and as the term of the prior patent is presently shortened by any terminal disclaimer(s). The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 and 173 of the prior patent; as the term of the prior patent is presently shortened by a terminal disclaimer, in the event that the prior patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321; has all claims cancelled by a reexamination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Enclosed is the statutory fee of \$140.00 pursuant to 37 C.F.R. §1.20(d).

Respectfully submitted,

Date: 03 March 2009

By: 

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